

### **REMARKS**

Claims 1-26 are pending in the present application. Claims 4-21, 25 and 26 are stated by the Examiner to be allowable. Claims 1, 3, 22, and 24 stand rejected under 35 U.S.C. 102(b) as anticipated by U.S. Patent 5,884,432 to DeLillo. Claims 1 and 22 are additionally rejected under 35 U.S.C. 112 as indefinite. Claims 2 and 23 are objected to as being dependent on rejected base claims, but are stated by the Examiner to be allowable if rewritten in independent form including all of the limitations of the base claims and to overcome the Section 112 ambiguities noted with respect to base claims 1 and 22.

Claims 1 and 22 were rejected as indefinite because the term "non-destructively" is said to be unclear. Applicants have amended claims 1 and 22 in accordance with the Examiner's suggestion to remove the term "non-destructively" and to instead provide that the release mechanism before and after the act of releasing is structurally the same.

Applicants note that claim 13 included a similar term of "releasing means for non-destructively releasing." Accordingly, claim 13 has also been amended to remove the term "non-destructively" and to provide instead that the releasing means before and after the act of releasing is structurally the same.

Claims 1, 3, 22 and 24 stand rejected under 35 U.S.C. 102(b) as anticipated by U.S. Patent 5,884,432 to DeLillo, which teaches a vehicle barrier having a gate arm 18 which is rotated up and down in response to forces applied by a gate arm attachment 16 connected to the gate arm by a breakaway assembly 12. The breakaway assembly is constructed to fracture when sideways forces are applied to the gate arm 18. Hence, when such a sideways force is applied to the breakaway assembly of DeLillo, the assembly is destroyed and must be replaced by a system of pins and screws. That is unlike Applicants' system in which the security gate attachment member is releasably coupled to the first end of the drive mechanism arm by a release mechanism that is structurally the same before and after the act of releasing.

In Applicants' system the release mechanism releasably couples the security gate attachment member to the first end of the drive mechanism arm by means of a friction/snap fit action. When conveyed forces exceed the normal range (are greater than a predetermined force) a portion of the release mechanism attached to the barrier disengages from a portion of the release mechanism attached to a part of the actuator such that the components are separated and the release mechanism is structurally the

same before and after the act of releasing. In this way, the goal of protection from forces which are too great is provided in a manner which does not break any portion of the barrier-actuator assembly.

Claims 1 and 22 have been amended to clarify that the release mechanism is structurally the same before and after the act of releasing. Thus, the release mechanism of claim 1 as well as the releasing step of claim 22 are not taught or suggested by DeLillo, which depends on part breakage to provide its protection. Accordingly, Applicants respectfully traverse the 35 U.S.C. § 102 rejection of claims 1 and 22 and assert that claims 1 and 22 as well as dependent claims 2 and 24 are allowable.

Applicant acknowledges that the Examiner has stated that claims 2 and 23 would be allowable if rewritten in independent form to include all of the limitations of their respective base claims and to overcome the Section 112 ambiguities noted with respect to those claims. As detailed above, Applicants respectfully submit that base claims 1 and 22 are allowable over the cited prior art as presently amended. Accordingly, it is asserted dependant claims 2 and 23 are also allowable.

The Commissioner is hereby authorized to charge any additional fees which may be required in this application under 37 C.F.R. §§1.16-1.17 during its entire pendency, or credit any overpayment, to Deposit Account No. 06-1135. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1135.

Respectfully submitted,

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Date: 1/5/06

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